

MEMORANDUM

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Agenda Item No. _____

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: July 11, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Ordinance relating to
annexations by City of
Florida City, City of Hialeah
Gardens, Town of Medley and
City of North Miami;
eliminating provision of
mitigation payment

The accompanying ordinance was prepared and placed on the agenda at the request of Commissioner Jose "Pepe" Diaz.


Murray A. Greenberg
County Attorney

MAG/bw

Memorandum



Date:

To:

Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

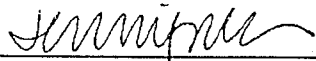
From:


George M. Borjas
County Manager

Subject:

Ordinance relating to annexations by the City of Florida City, the City of Hialeah Gardens, the Town of Medley, and the City of North Miami; eliminating provision of mitigation payment

The ordinance eliminating the mitigation payments as prescribed in the interlocal agreements with Florida City, the City of Hialeah Gardens, the Town of Medley, and the City of North Miami will have a negative fiscal impact to Miami-Dade County of approximately \$560,000.



Jennifer Glazer-Moon, Director
Office of Strategic Business Management

Fis01307

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MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro DATE: April 24, 2007
and Members, Board of County Commissioners

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 4 (N)

Please note any items checked.

- ☒ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☒ 6 weeks required between first reading and public hearing
- ☒ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 4 (N)

4-24-07

ORDINANCE NO. _____

ORDINANCE RELATING TO ANNEXATIONS BY CITY OF FLORIDA CITY, THE CITY OF HIALEAH GARDENS, THE TOWN OF MEDLEY AND THE CITY OF NORTH MIAMI; ELIMINATING ORDINANCE PROVISIONS REQUIRING PAYMENT OF MITIGATION TO THE COUNTY; AMENDING MIAMI-DADE COUNTY ORDINANCE NOS. 03-157 AND 04-76; APPROVING AMENDMENTS TO INTERLOCAL AGREEMENTS BETWEEN THE COUNTY AND SUCH MUNICIPALITIES TO PROVIDE FOR ELIMINATION OF MITIGATION AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE SUCH AMENDMENTS; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE, AND AN EFFECTIVE DATE

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA:**

Section 1. Section 4 of Miami-Dade County Ordinance No. 03-157 is hereby amended to read as follows:¹

Section 4. This ordinance shall be effective only if the City of North Miami executes a duly authorized interlocal agreement wherein it agrees to ~~[[(a) make an annual mitigation payment to the County's Municipal Services Trust Fund and (b)]]~~ pay Miami-Dade County the annexed area's prorated share of the Stormwater Utility Revenue Bonds debt service estimated at \$26 per year for approximately 22 years.

Section 2. Section 4 of Miami-Dade County Ordinance 04-76 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:


¹ Words stricken through and/or ~~[[double bracketed]]~~ shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now

Section 4. This ordinance shall be effective if the City of Hialeah Gardens executes a duly authorized Interlocal agreement which it agrees, among other things, to: ~~[[a) make an annual mitigation payment to the County's Municipal Services Trust Fund in an amount equivalent to .506 mills of the assessed value of the portion of the Northwest Commercial Business Industrial Area contained within the annexed area (b)]]~~ >>(a)<< pay to Miami-Dade County the annexed area's prorated share of the Stormwater Utility Revenue Bonds debt service estimated at \$15.00 per year for approximately 20 years or as provided in the interlocal agreement and (>>b<< [[e]]) require approval of land uses and land development regulations outside Miami-Dade County's Urban Development Boundary to be consistent with the Miami-Dade County Comprehensive Development Master Plan (Master Plan) and that Miami-Dade County retains jurisdiction regarding applications to amend the Master Plan or Developments of Regional Impact in connection with Master Plan Amendments in that portion of the annexed area lying outside the Urban Development Boundary.

Section 3. The attached amendments to the Interlocal Agreements between the County and the City of Florida City, the City of Hialeah Gardens, the Town of Medley, and the City of North Miami providing for the termination of mitigation are approved in substantially the form attached hereto as Exhibits A, B, C, D, and E and the County Manager is authorized to execute such amendments, following approval as to form and legal sufficiency by the County Attorney.

Section 4. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 5. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

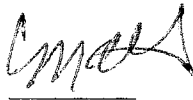


Section 6. The provisions of this ordinance shall be excluded from the Code of Miami-Dade County, Florida.

Section 7. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:



Prepared by:



Cynthia Johnson-Stacks/Craig H. Collier

Sponsored by Commissioner Jose "Pepe" Diaz

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND THE CITY OF FLORIDA CITY

This Agreement made this _____ day of _____ by and between Miami-Dade County (County), a political subdivision of the State of and the City of Florida City (City), a municipal corporation.

WITNESSETH

Whereas by Resolution No. R-129-06 adopted by the Board of County Commissioners (Board) on January 24, 2006 authorized an interlocal agreement between the named parties; and

Whereas pursuant to this interlocal agreement, the City in connection with the annexation of certain property agreed to pay mitigation; and

Whereas it is the desire of the Board to terminate the City's mitigation payments as provided in this amendment to the interlocal agreement,

NOW THEREFORE, the County and the City hereby agree to amend Paragraph D (1) (b) of the aforementioned interlocal agreement as follows: ¹

D. Obligations of the City

1. Municipal Services Trust Fund (MSTF) Mitigation

* * *

- b. The parties agree that the effective date of the City's obligation to the MSTF is September 30, 2006. Therefore, the first payment of \$19,447 will

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be due September 30, 2006 and there shall be a payment due prior to September 30 of each year thereafter. >>It is provided, however, that no further payments shall be made subsequent to the payment due prior to September 30, 2007.<< The payment due will be adjusted each year based upon changes in the consumer price index.

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

CITY OF FLORIDA CITY,
a municipal corporation of the State of Florida

By: _____
City Mayor Date

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida
by its Board of County Commissioners

By: _____
County Mayor or Designee Date

ATTEST:

By: _____
Clerk

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND THE CITY OF HIALEAH GARDENS

This Agreement made this _____ day of _____ by and between Miami-Dade County (County), a political subdivision of the State of and the City of Hialeah Gardens (City), a municipal corporation.

WITNESSETH

Whereas by Resolution No. R-461-04 adopted by the Board of County Commissioners (Board) on April 14, 2004 authorized an interlocal agreement between the named parties; and

Whereas pursuant to this interlocal agreement, the City in connection with the annexation of certain property agreed to pay mitigation; and

Whereas it is the desire of the Board to terminate the City's mitigation payments as provided in this amendment to the interlocal agreement,

NOW THEREFORE, the County and the City hereby agree to amend Paragraph D (1) (b) of the aforementioned interlocal agreement as follows: ¹

D. Obligations of the City

1. Municipal Services Trust Fund (MSTF) Mitigation

* * *

- b. The parties agree that the City's obligation to the MSTF is the effective date of this agreement. Therefore, the first contribution will be due prior

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September 30, 2004, and there shall be a payment due prior to September 30 of each year thereafter. The payment due will be based on the Final Certified Tax Roll for the portion of the Northwest CBI area for the previous tax year multiplied by .506 mills. >>It is provided, however, that no further payments shall be made subsequent to the payment due prior to September 30, 2007.<<

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

CITY OF HIALEAH GARDENS,
a municipal corporation of the State of Florida

By: _____
City Mayor Date

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida
by its Board of County Commissioners

By: _____
County Mayor or Designee Date

ATTEST:

By: _____
Clerk

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND THE TOWN OF MEDLEY

This Agreement made this _____ day of _____ by and between Miami-Dade County (County), a political subdivision of the State of and the Town of Medley (Town), a municipal corporation.

WITNESSETH

Whereas by Resolution No. R-507-02 adopted by the Board of County Commissioners (Board) on May 21, 2002 authorized an interlocal agreement between the named parties; and

Whereas pursuant to this interlocal agreement, the Town in connection with the annexation of certain property agreed to pay mitigation; and

Whereas it is the desire of the Board to terminate the Town's mitigation payments as provided in this amendment to the interlocal agreement,

NOW THEREFORE, the County and the Town hereby agree to amend Paragraph 2 (2.1) of the aforementioned interlocal agreement as follows:¹

2. Obligations of the Town

- 2.1 The Town hereby agrees to make an annual payment to the County's Municipal Service's Trust Fund. Annually, the County will calculate this payment on an annual basis based on the following formula: the initial payment will be calculated by multiplying the total taxable value of the annexation area based on the Initial Certified Real and Tangible Personal Property Assessment Rolls by 1.57

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mills, the product of which will be multiplied by ninety-five (95) percent. The payment obligations to the County will be made from the Town's non-ad valorem revenues. The initial payment shall be made by April 1 each year for the fiscal year of the Town which is October 1, through and including September 30. >>It is provided, however, that no further payments shall be made subsequent to the payment due by April 1, 2007.<< The County shall submit a bill to the Town for the amount due pursuant to the formula established in this paragraph.

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

TOWN OF MEDLEY,
a municipal corporation of the State of Florida

By: _____
City Mayor Date

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida
by its Board of County Commissioners

By: _____
County Mayor or Designee Date

ATTEST:

By: _____
Clerk

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND THE TOWN OF MEDLEY

This Agreement made this _____ day of _____ by and between Miami-Dade County (County), a political subdivision of the State of and the Town of Medley (Town), a municipal corporation.

WITNESSETH

Whereas by Resolution No. R-793-03 adopted by the Board of County Commissioners (Board) on July 8, 2003 authorized an interlocal agreement between the named parties; and

Whereas pursuant to this interlocal agreement, the Town in connection with the annexation of certain property agreed to pay mitigation; and

Whereas it is the desire of the Board to terminate the Town's mitigation payments as provided in this amendment to the interlocal agreement,

NOW THEREFORE, the County and the Town hereby agree to amend Paragraph 2 (I) (B) of the aforementioned interlocal agreement as follows: ¹

2. Obligations of the Town

- I. The Town of Medley's Mitigation Payments to the Unincorporated Area Municipal Services Trust Fund:

* * *

- (B) The Parties agree that the effective date of the Town's obligation toward the MSTF is October 1,

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

2003. Therefore, the first contribution (annual payment) will not be due until April 1, 2004, and ~~there shall be a payment due every April 1, thereafter.~~ >>It is provided, however, that no further payments shall be made subsequent to the payment due by April 1, 2007.<< The payment due will be based on the Final Certified Tax Roll for the Annexation Area described in Exhibit "A" for the previous tax year multiplied by 0.63 mills.

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

TOWN OF MEDLEY,
a municipal corporation of the State of Florida

By: _____
City Mayor Date

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida
by its Board of County Commissioners

By: _____
County Mayor or Designee Date

ATTEST:

By: _____
Clerk

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI

This Agreement made this _____ day of _____ by and between Miami-Dade County (County), a political subdivision of the State of and the City of North Miami (City), a municipal corporation.

WITNESSETH

Whereas by Resolution No. R-791-03 adopted by the Board of County Commissioners (Board) on July 8, 2003 authorized an interlocal agreement between the named parties; and

Whereas pursuant to this interlocal agreement, the City in connection with the annexation of certain property agreed to pay mitigation; and

Whereas it is the desire of the Board to terminate the City's mitigation payments as provided in this amendment to the interlocal agreement,

NOW THEREFORE, the County and the City hereby agree to amend Article II (1) (b) of the aforementioned interlocal agreement as follows: ¹

Article II Obligations of the City

1. Municipal Services Trust Fund (MSTF)

* * *

- b. The parties agree that the effective date of the City's obligation toward the MSTF is October 1, 2003. Therefore, the first contribution will not be

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due until April 1, 2004, and there shall be a payment due every April 1 thereafter. The payment due will be based on the Final Certified Tax Roll for the annexation area for the previous tax year multiplied by 2.436 mills. >>It is provided, however, that no further payments shall be made subsequent to the payment due April 1, 2007.<<

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

CITY OF NORTH MIAMI,
a municipal corporation of the State of Florida

By: _____
City Mayor Date

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida
by its Board of County Commissioners

By: _____
County Mayor or Designee Date

ATTEST:

By: _____
Clerk